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Decision

Matter of: DSC-EMI II, LLC

File: B-424177; B-424177.2

Date: March 30, 2026

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J. Chris White, Esq., Clark Hill, PLC, for FL GCR JV, LLC, the intervenor.

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Kenneth Kilgour, Esq., and Heather Weiner, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging the agency's evaluation of technical proposals is denied where the record demonstrates that the evaluation was reasonable and consistent with the solicitation and procurement law.

DECISION

DSC-EMI II, LLC, of Dunn, North Carolina, protests the award of a contract to FL GCR JV, LLC, of Silver Spring, Maryland, under request for proposals (RFP) No. N6945025R0002, issued by the Department of the Navy for multi-function support services at the Marine Corps Logistics Base (MCLB) in Albany, Georgia. The protester asserts that the agency unreasonably evaluated technical proposals.

We deny the protest.

BACKGROUND

The Navy issued the RFP on November 19, 2024, under the procedures of Federal Acquisition Regulation (FAR) part 15. Agency Report (AR), Tab 2, Conformed RFP at 60, 76¹. The solicitation, which was set aside for small businesses, sought the award

¹ The agency and protester both submitted their exhibits as a single file; citations are to the PDF page numbers.

of a single fixed-price indefinite-delivery, indefinite-quantity facilities support contract with a base term of 6 months and four 1-year option periods. *Id.* Award was to be made on a best-value tradeoff basis considering cost and four non-price factors: (1) corporate experience; (2) technical approach; (3) safety; and (4) past performance. *Id.* at 123-124. The corporate experience, technical approach, and safety factors were of equal importance. *Id.* at 123. The agency was to assign each of those factors an adjectival rating of outstanding, good, acceptable, marginal, or unacceptable. Based on its evaluation of those three factors, the Navy was to assess proposals an overall technical rating using those same adjectival ratings.² *Id.* at 21. When combined, the corporate experience, technical approach, and safety factors were of equal importance to the past performance factor. *Id.* at 123. The four non-price factors, when combined, were approximately equal to price. *Id.*

As relevant here, the protest concerns the agency's evaluation of proposals under the technical approach factor, which contained two requirements. Under the first requirement, offerors were to provide an organizational chart identifying their proposed on-site organization, on-site staff, and corporate staff, along with a narrative describing their lines of management authority, supervision, span of control, and accountability. *Id.* at 127. The Navy was to evaluate the organizational chart and the narrative on "the degree to which the offeror demonstrates an effective and resource efficient approach to management of their workforce." *Id.* Under the second requirement, offerors were to provide proposed labor hours by submitting a completed attachment JL-1 labor hours spreadsheet, along with a narrative explaining the basis of estimate (BOE) for each technical specification and labor classification. *Id.* The agency was to evaluate the labor hours and narrative to determine how well the offeror's approach demonstrated a reasonable understanding of all RFP requirements and the labor quantities and skills needed to successfully perform the requirements. *Id.* at 128.

Eleven firms, including the protester and the awardee, submitted proposals. AR, Tab 8, Competitive Range Determination at 755. After initial evaluations, all proposals contained at least one deficiency and were rated unacceptable. *Id.* at 756. The Navy established a competitive range of the eight highest-rated offerors, including the protester and the awardee. *Id.* The agency conducted discussions with those eight offerors and requested final proposal revisions (FPRs). Contracting Officer's Statement (COS) at 9.

The table below summarizes the evaluation of the proposals of the protester and the awardee, including proposed prices:

² Under the past performance factor, the agency would assign proposals two adjectival ratings; relevance would be evaluated as relevant or not relevant, and proposals would receive a performance confidence assessment rating of satisfactory confidence, neutral confidence, limited confidence, or no confidence. *Id.* at 24-25.

FACTOR	OFFEROR	
	DSC-EMI II	FL GCR
Corporate Experience	Outstanding	Acceptable
Technical Approach	Acceptable	Acceptable
Safety	Outstanding	Acceptable
Overall Technical	Good	Acceptable
Past Performance	Relevant/Satisfactory	Relevant/Satisfactory
Total Evaluated Price	\$30,649,764	\$24,063,635

AR, Tab 18, Source Selection Evaluation Board (SSEB) Report at 1177; Tab 17, Technical Evaluation Team (TET) Report at 1092.

The source selection authority (SSA) concurred with the SSEB’s analysis, ratings, risk assessments, comparative analysis, and recommendation with no exceptions. AR, Tab 19, Source Selection Document at 1202. The SSA determined that, “in accordance with the evaluation factors, FL GCR provides the best value to the Government, all factors considered, and that selection of FL GCR is in the best interest of the Government.” *Id.* The SSA concluded that FL GCR provided “an overall Acceptable proposal that demonstrates an adequate approach and understanding of the requirements with acceptable experience in relevant requirements, adequate technical approach and staffing, an acceptable history of safe work, and a satisfactory to very good performance record on relevant projects.” *Id.* The SSA noted that FL GCR submitted the lowest total evaluated price of \$24,063,635. *Id.* The SSA concluded that, while proposals of five competitive range offerors—including the protester—received higher overall ratings than FL GCR, award to any of those offerors did not represent the best value to the agency given their price premiums. *Id.* DSC-EMI’s proposed price represented a 27 percent premium over the awardee’s. *Id.* The SSA selected FL GCR’s proposal for award and notified DSC-EMI of the award on December 1, 2025. *Id.*; Protest, exh. B, Award Notice at 75. After receiving a debriefing from the Navy, which concluded on December 18, 2025, DSC-EMI filed this protest with our Office. Protest, exh. C, Responses to Protester at 77.

DISCUSSION

DSC-EMI contends that the Navy unreasonably failed to assess the protester’s proposal five strengths under the technical approach factor.³ The protester further contends that the agency failed to assess the awardee’s proposal a deficiency under the organizational chart element of the technical approach factor.⁴ For the reasons

³ The solicitation defined a strength as “[a]n aspect of an offeror’s proposal with merit or [that] will exceed specified performance or capability requirements to the advantage of the Government during contract performance.” RFP at 22.

⁴ The protester also asserts that the agency failed to credit DSC-EMI’s proposal under the technical approach factor for use of two software applications. Protest at 10. In

(continued...)

discussed below, we find that none of the protester's allegations provides a basis to sustain the protest.⁵

Evaluation of Protester's Proposal

DSC-EMI contends that the Navy unreasonably failed to assess the protester's proposal five strengths under the technical approach factor. Specifically, the protester claims that it should have received strengths for the following features in its proposal, which in the protester's view, surpassed the RFP's minimum requirements to the government's benefit but were not credited by the agency as strengths: (1) named and vetted personnel and subcontractors; (2) surge support personnel; (3) reduced emergency response time; (4) frequency of quality audits; and (5) support resources. We have reviewed all the protester's arguments and find that none provide a basis to sustain the protest. We discuss three representative examples below.

In reviewing protests challenging the evaluation of an offeror's proposal, our Office does not reevaluate proposals; rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accordance with solicitation criteria and applicable procurement statutes and regulations. *Delphinus Eng'g, Inc.*, B-423203.4, Dec. 19, 2025, at 5. An agency's judgment that the features identified in a proposal do not exceed the requirements of the RFP or provide advantages to the government--and thus do not warrant the assessment of strengths--is a matter within the agency's discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Id.* A protester's disagreement with the agency's assessment, without more, does not render the evaluation unreasonable. *Id.* When a protester raises a challenge regarding why a proposal was not assigned a strength or weakness, we continue to review whether an agency's documentation and explanation demonstrates that the evaluation was reasonable and consistent with the stated evaluation criteria. *Strategic Res., Inc.*, B-423597.2, B-423597.3, Jan. 14, 2026, at 5, *citing, Cognosante MVH, LLC, B-418986 et al.*, Nov. 13, 2020, at 7-8 (finding the statements from the evaluators and contracting officer responding to the protester's arguments demonstrated the reasonableness of the agency's decision not to assign the challenged strengths).

response, the agency argues that, while it assessed two strengths for the use of the two applications to the protester's proposal under the safety factor, the Navy found insufficient benefit in the use of those applications in contract performance to merit the assessment of a separate strength under the technical approach factor. COS at 11. In its comments on the agency report, the protester did not respond to the agency's defense of the reasonableness of the evaluation. See Supp. Comments at 5. We consider this allegation abandoned. See *South Dade Air Conditioning & Refrigeration, Inc.*, B-421406, Apr. 25, 2023, at 4.

⁵ While we do not address every allegation raised by the protester, we considered them all and find none to have merit.

Named and Vetted Personnel and Subcontractors

The RFP required offerors to provide an organizational chart along with “a narrative describing the lines of management authority, supervision, span of control, and accountability, including the relationship between overall management (corporate and on-site), administration, sub-annex area organizations, and subcontractors.” RFP at 127. DSC-EMI asserts that it proposed named and vetted personnel and subcontractors that would “provide high-quality performance, ensure control of performance across the contract, provide second and third level back-up should alternatives and/or surge capacity be needed, reduce the risk of poor performance, and enable the team to immediately make progress by eliminating transition risk.” Protest at 8, *citing* exh. E, Protester FPR at 121. DSC-EMI’s proposal also identified a full-time certified locksmith and a railway maintenance subcontractor--which the protester claims are “unusual capabilities that go beyond standard requirements for this type of contract[.]” Protest at 8. DSC-EMI contends that “[t]hese features exceeded requirements and conferred significant added benefit on the Government and should have been recognized as the objective strengths they are.” *Id.*

The agency responds that it reviewed all the information provided in both the protester’s initial proposal and FPR and “did not identify any strengths in DSC-EMI’s proposed technical approach.” COS at 11. Specific to the protester’s assertion regarding its provision of named key personnel and vetted subcontractors, including a full-time certified locksmith and railway maintenance subcontractor, the agency notes that it “reviewed this aspect of the offeror’s proposal but did not regard the naming of experienced key personnel or vetted subcontractors a strength.” *Id.* at 11. The agency explains that the RFP did not require that offerors provide the names of personnel or subcontractors or the vetting of subcontractors because, “[b]ased on the Agency’s experience, post-award personnel and subcontractor changes and substitutions can and do occur despite naming and vetting.” *Id.* The agency further notes that “simply identifying personnel in a proposal does not guarantee their performance will meet or exceed contract standards.” Supp. Memorandum of Law (MOL) at 11. In addition, the agency explains that, because the contract is performance-based, the “critical evaluation factor is the contractor’s ability to fulfill the requirements, regardless of the specific individuals assigned or subcontractors chosen[.]” and the agency found that DSC-EMI’s provision of named personnel and vetted subcontractors “did not add any meaningful value to the government.” *Id.*

As for the certified locksmith and railway maintenance subcontractor, the agency explains that “a full-time journeyman locksmith is one of the key personnel required” by the RFP, via amendment 0010, and that “[p]erformance of railroad trackage maintenance services is also required by” the solicitation. COS at 11. The Navy notes that “the successful offeror is responsible for meeting the performance objectives and standards of the solicitation for this requirement regardless of whether the offeror self-performs or utilizes a named subcontractor for these services.” *Id.* Accordingly, the agency explains that it “did not find that this approach exceeded specified performance

or capability requirements in a way that would be advantageous to the Government during contract performance to merit a strength.” *Id.*

Based on our review, we find nothing unreasonable regarding the agency’s failure to assess a strength to DSC-EMI’s proposal for providing the names of vetted subcontractors and personnel or for proposing a full-time certified locksmith and a railway maintenance subcontractor. As referenced above, an agency’s judgment that the features identified in a proposal do not exceed the requirements of the RFP or provide advantages to the government, and thus do not warrant the assessment of strengths, is a matter within the agency’s discretion and one that we will not disturb where the protester has failed to demonstrate that the evaluation was unreasonable. *Delphinus Eng’g, supra*. Here, while the protester contends that the agency unreasonably failed to perceive value in “an already-identified team of key-personnel” with “demonstrated experience ready to perform on day one[,]” Protest at 8, the protester does not assert what those qualifications are and cites only to a list of “features” and the organizational chart in its proposal. See Protest, exh. E, Protester FPR at 33-38. Furthermore, while the protester’s proposal named key personnel, it did not provide resumes or other indicia that those individuals were in any way committed to performance of this requirement. See, e.g., Protest, exh. E, Protester FPR at 142 (stating, for example, that the proposed project manager “has been at MCLB Albany since 2010 working in similar roles and on similar contracts”).

Moreover, while the protester’s proposal named DSC-EMI’s key personnel, the awardee’s proposal provided a similar benefit by proposing to identify both the personnel and their qualifications prior to the contract start date. AR, Tab 14, Awardee FPR at 842 (stating that “[w]ithin 15 calendar days prior to contract start, FL GCR will submit a list of personnel and qualifications, along with our organizational chart identifying the names of key personnel (and on-site supervisor(s)) and their position titles, to the [contracting officer] and [the contracting officer’s representative].”). The protester has failed to demonstrate how its approach of providing the names of vetted subcontractors and personnel exceeds the RFP requirements or otherwise provides advantages to the government. Regarding the protester’s assertion that its proposal should have been assessed a strength for identifying a full-time certified locksmith and railway maintenance subcontractor, as the agency notes and the record reflects, a full-time journeyman locksmith, as well as performance of railroad trackage maintenance services, are required by the RFP. As such, the protester has failed to show how its approach exceeds the solicitation requirements. Without more, the protester’s disagreement with the agency’s judgment is insufficient to render the evaluation unreasonable. The record here provides no basis on which to find the agency’s evaluation unreasonable. This protest ground is denied.

Surge Support Plan

DSC-EMI contends that the agency unreasonably failed to assign the protester’s proposal a strength for its “surge support personnel from other locations in the region.” Protest at 9, *citing* Protest, exh. E, Protester FPR at 122 (“In addition to current

personnel and vetted subcontractors at MCLB Albany, DSC-EMI II has a regional presence of more than [DELETED] qualified technicians”). The protester asserts that those qualified technicians, who are not dedicated to this effort, are able “to perform surge requirements (e.g., storm remediation)[.]” Protest, exh. E, Protester FPR at 122.

Surge support is not a solicitation requirement. See RFP. In addition, “[s]torm remediation” and “remediation” are also not solicitation requirements. See *id.* The awardee’s proposal notes that the site safety health officer will oversee “mold remediation,” AR, Tab 14, Awardee FPR at 854, but the protester’s proposal does not identify any “remediation” services. See AR, Tab 15, Protester FPR. Although the solicitation does not contemplate surge support or storm remediation requirements, the protester nevertheless asserts that the agency unreasonably failed to assign DSC-EMI’s proposal a strength for having a regional presence of technicians who could, for instance, perform storm remediation.

The Navy argues that “[t]he successful offeror is responsible for meeting the performance objectives and standards of the solicitation for all requirements, regardless of whether this is accomplished with on-site personnel or surge support personnel from other locations.” COS at 11. Consequently, the contracting officer asserts that “providing surge support personnel from other locations if needed was a reasonable methodology to accomplish the performance objectives and standards for all recurring and non-recurring work[.]” but that this approach “did not exceed specified performance or capability requirements to the advantage of the Government to merit a strength.” *Id.*

The protester did not respond to the agency’s assertion that surge support was a tactic that DSC-EMI proposed to employ to accomplish required contract performance. See Supp. Comments and Supp. Protest at 3. Instead, the protester contends that the awardee “proposed no approach to meeting (much less exceeding) the Solicitation’s surge support requirements[.]” but again, fails to identify where these alleged surge support requirements were located in the solicitation .

Based on our review, we find nothing unreasonable regarding the agency’s evaluation. While the protester maintains that its proposal should have been credited with a strength for proposing to provide qualified technicians--who are not dedicated to this effort--to perform surge requirements, the agency did not view this aspect of the protester’s proposal as exceeding the RFP’s requirements or as providing an advantage to the government. The record reflects that the solicitation did not include any surge requirements for which an offeror would need to have additional personnel available. As the agency notes, the successful offeror is responsible for meeting the performance objectives and standards of the solicitation for all requirements, regardless of whether this is accomplished with on-site personnel or surge support personnel from other locations. DSC-EMI has not demonstrated how its approach exceeds the requirements of the RFP or otherwise provides advantages to the government. The protester’s disagreement with the agency’s judgment, without more, does not render the evaluation unreasonable. This protest ground is denied.

Response Time for Emergency Service Orders

We also find no merit to the protester's assertion that its proposal should have received a strength based on its approach to use a lead technician in responding to emergency work orders. The solicitation required the contractor to respond to emergency work orders within one hour of receipt of a call "with the appropriate service personnel and equipment to commence work immediately." AR, Tab 20, RFP section C at 49-50. DSC-EMI's proposal states that it has "improved service order [] response times by deploying a lead technician to evaluate work within [DELETED] minutes upon receipt to determine if work is in-house or subcontracted in nature." Protest, exh. E, Protester FPR at 34. The protester contends that the agency unreasonably failed to identify the reduction in response times as a strength. Protest at 9.

The agency responds that it did not view the protester's approach as providing a meaningful benefit to the government such that it should have been assessed a strength. Supp. MOL at 5. The agency explains that "there can be several different emergency service orders within a military installation (e.g. pipe burst, locked doors, etc.)," and that these "different types of emergency orders may occur simultaneously or almost simultaneously within the same hours." *Id.* In the agency's view, "[a]llowing a reasonable response window of responding within 1 hour that applies to all emergency service orders allows both the contractor and the government to organize and prioritize emergency responses in a reasonable time without risking inadvertent risks." *Id.* The agency explains that it "does not see a benefit in rushing a response to the first service order received within an hour if a subsequent one within the same hour is more critical." *Id.* In addition, the agency maintains that it "knows from experience the difference between response and resolution and therefore defined the minimum requirement sought," and that in this instance, the agency "concluded that proposing a response time of [DELETED] minutes did not significantly exceed the requirements of the RFP to the Agency's benefit, and thus, did not warrant the assessment of a strength." MOL at 17-18.

We find nothing unreasonable regarding the agency's evaluation. As an initial matter, the protester's deployment of a "lead technician" is not clearly responsive to the RFP requirement that the contractor respond to an emergency call with the "appropriate service personnel and equipment to commence work immediately." AR, Tab 20, RFP section C at 49-50. That the protester may respond with a lead technician within a shorter time does not necessarily mean that DSC-EMI would have all appropriate personnel on site earlier than one hour from receiving the emergency call. While the protester asserts that its lead technician approach should have been assessed a strength, the protester fails to demonstrate that its proposed approach exceeds the requirements of the RFP in a manner that provides advantages to the government. Consequently, we find nothing unreasonable regarding the agency's evaluation, and the allegation that the agency unreasonably failed to assess DSC-EMI's proposal a strength for reduced emergency response times is denied.

Evaluation of Awardee's Organizational Chart

The protester argues that the awardee's proposal should have been assessed a deficiency under the technical approach factor for its proposed organizational chart. As noted above, under the technical approach factor, offerors were required to provide an organizational chart that identified the on-site organization, on-site staff, and corporate staff that will be used to perform the contract. RFP at 29. The organization chart was to include the reporting paths, as well as identify the function of the various groups, along with the staffing and associated trade classifications with skill levels consistent with the labor hours provided in Section J Attachment JL-1. *Id.*

In support of its allegation that FL GCR's organizational chart should have been assessed a deficiency, DSC-EMI points to the following deficiency identified by the Navy during discussions regarding DSC-EMI's proposed organizational chart:

[T]here is no correlation between the offeror's breakdown of labor hours by Spec [specification] Item and the labor classifications provided in the organization chart for Facility Investment. Per [the technical approach factor] of the RFP, the organizational chart shall identify the proposed staffing and associated trade classifications consistent with the labor hours provided in Section J Attachment JL-1.

Comments and Supp. Protest at 9, *quoting* AR, Tab 11, Evaluation Notice at 774.⁶

The protester contends that the awardee's proposed organizational chart suffers from this same deficiency and that FL GCR's proposal should therefore have received the same deficiency. DSC-EMI argues, without citation to the awardee's proposal, that "FL GCR's organizational chart lacks any correlation between the hours [the awardee] proposed and **any** of the numerous Spec Items." Comments and Supp. Protest at 10, *citing* AR, Tab 15, Protester FPR at 943 (describing the protester's corporate experience). According to the protester, this omission left the agency unable to gauge the adequacy of the awardee's understanding and level of effort, on a labor category and hour basis. Comments and Supp. Protest at 9.

The Navy argues that, despite the protester's assertion to the contrary, "a breakdown of labor hours by Spec Item was not required to be included in the organizational chart per the solicitation[.]" Supp. MOL at 11. The agency also asserts that the solicitation "did not require the organizational chart to correlate the labor hours to each item in the specifications[.]" *Id.* at 7. The Navy explains that the "requirement was to include the proposed labor classifications (*e.g.*, service order technician, HVAC mechanic, plumber, fire protection technician, etc.) and staffing levels in the organizational chart, and the staffing levels were required to be consistent with the labor hours proposed in the Section J Attachment JL-1 Labor Hours spreadsheet." *Id.* at 8, *citing* RFP at 78.

⁶ The protester's final proposal revision corrected this deficiency. See AR, Tab 15, Protester FPR.

The awardee's proposal provided an organizational chart that included staff full-time equivalents (FTEs) and the associated labor classifications for all the requirements. AR, Tab 14, Awardee FPR at 829. In addition, the awardee's proposal included a basis of estimate (BOE) and technical approach narrative that explained the labor hours used to calculate the FTEs. *Id.* at 835. In evaluating the awardee's organizational chart, the agency explains that it used the "labor hour to FTE conversion" provided in the awardee's proposal to "evaluate the data [in the awardee's organizational chart] and confirm its consistency with the labor hours provided in [the awardee's] JL-1" labor hours spreadsheet. Supp. MOL at 9. Based on this review, the agency explains that it "determined that FL GCR's proposed staffing on their organizational chart was consistent with the labor hours in their Attachment JL-1 [labor hours spreadsheet.]" *Id.*; AR, Tab 16, TET Report at 27-28.

We find nothing unreasonable regarding the agency's evaluation of the awardee's proposed organizational chart. As noted above, under the technical approach factor, offerors were required to provide an organizational chart that identified proposed staffing and associated trade classifications consistent with the labor hours provided in the attachment JL-1, labor hours spreadsheet. RFP at 128. The agency explains that it reasonably performed a cross walk of the proposed staffing by labor category on the organizational chart with the labor hours provided in the JL-1 spreadsheet to confirm consistency in the protester's proposal. Supp. MOL at 10. Based on this assessment, the Navy found that DSC-EMI's proposed organizational chart met the solicitation requirements. *Id.*, citing AR, Tab 16, TET Report at 27-28.

Although the protester asserts that the awardee's organizational chart should have been assessed a deficiency because it "lacks any correlation between the hours it proposed and **any** of the numerous Spec Items[.]" Comments and Supp. Protest at 10, demonstrating such correlation is not a requirement for the organizational chart. Rather, the staffing levels in the organizational chart were required to be consistent with the labor hours proposed in the attachment JL-1 Labor Hours spreadsheet. See RFP at 128 (providing that the organizational chart shall identify proposed staffing and associated trade classifications consistent with the labor hours provided in the attachment JL-1, labor hours spreadsheet). As discussed above, FL GCR's proposal and organizational chart included all the information required by the RFP so that the agency could perform a cross walk of the proposed staffing in the organizational chart to confirm that the awardee's staffing was consistent with the labor hours provided in their

attachment JL-1 spreadsheet. The protester has not demonstrated, nor does the record provide, any basis on which to find the agency's evaluation unreasonable.

The protest is denied.

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General Counsel

